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**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

In re:

Quantum Wellness Botanical Institute, LLC,

Debtor.

Case No.: 2:17-bk-13721-EPB

Chapter 11

**VERIFIED STATEMENT OF TED
BURR PURSUANT TO F.B.R.P. 2014(a) IN
SUPPORT OF APPLICATION FOR AN
ORDER UNDER 11 U.S.C. 327(a)
AUTHORIZING THE EMPLOYMENT OF
MAC RESTRUCTURING ADVISORS,
LLC AS FINANCIAL CONSULTANT
FOR DEBTOR AND DEBTOR IN
POSSESSION**

I, Ted Burr, declare as follows:

1. I am over the age of 18 and am mentally competent. Unless otherwise stated in this verified statement, I have personal knowledge of the facts in this matter and, if called upon to testify, could and would do so. I make this verified statement in support of the *Application For Order Under Section 327(a) Of The Bankruptcy Code Authorizing Employment Of Mac Restructuring Advisors, LLC As Financial Consultant For The Debtor-In- Possession.*

2. I am employed with the firm of Mac Restructuring Advisors, LLC ("MAC"), which maintains its offices at 10191 E. Shangri La Rd, Scottsdale, Arizona 85260. My phone number is (602) 418-2906. I am authorized to make this verified statement on behalf of MAC.

1 3. MAC will provide such consulting services as MAC and the Debtor-in-Possession
2 (“Debtor”) deem appropriate and feasible in order to advise the Debtor in the course of this chapter
3 11 case, including the following:

- 4 • Review Company’s historic financial performance,
- 5 • Work with Company to develop a rolling weekly cash flow forecast and
6 prepare budget to actual analyses,
- 7 • Work with Company to develop a longer term financial forecast,
- 8 • Assist management in working with the existing lenders,
- 9 • Assist management with possible debt restructuring or refinancing,
- 10 • Provide Chapter 11 consulting services, if necessary, and
- 11 • Any other service mutually agreed upon between Client and Mac.

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13 4. MAC, at the request of the Debtor, may provide additional financial consulting services
14 deemed appropriate and necessary to the benefit of the Debtor’s estate.

15 5. A true and correct copy of MAC’s engagement agreement is attached to the Application.

16 6. MAC received a retainer of \$5,000.00 to commence working for the Debtor before the
17 filing. During the prepetition period MAC worked with company in developing cash flow models
18 to be used in restructuring alternatives; worked with company to develop various restructuring
19 alternative to be proposed to the lenders; participated in various calls with Opus and AmEx in
20 negotiating restructuring proposals; and advised the company on Chapter 11 filing matters. MAC
21 then received a payment of \$4,828.00 for its prepetition work from September 19, 2017 to October
22 31, 2017. MAC then paid itself \$923.00 for pre-filing fees for work performed during the period
23 of November 1, 2017 to November 17, 2017 leaving a retainer for post-petition work for the Debtor
24 of \$4,077.00.
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27 7. MAC has informed the Debtor that it (i) has no connection with the Debtor (other than
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1 prior work performed for the Debtor in anticipation of this chapter 11 filing), its creditors or other
2 parties in interest in this case; (ii) does not hold any interest adverse to the Debtor's estate; and
3 (iii) believes it is a "disinterested person" as defined within Section 101(14) of the Bankruptcy
4 Code.

5 8. MAC will conduct an ongoing review of its files to ensure that no conflicts or other
6 disqualifying circumstances exist or arise. If any new facts or circumstances are discovered, MAC
7 will supplement its disclosure to the Court.

8 9. Other than with its own employees, MAC has agreed not to share with any person or firm,
9 the compensation to be paid for professional services rendered in connection with this case.

10 10. MAC intends to apply to the Court for allowances of compensation and reimbursement of
11 expenses for all financial advisory support services in accordance with the applicable provisions
12 of the Bankruptcy Code, the Bankruptcy Rules, corresponding local rules, orders of this Court and
13 guidelines established by the United States Trustee. The agreed upon hourly rate for Ted Burr,
14 subject to periodic adjustments, is \$355 per hour plus actual out of pocket expenses including
15 travel expenses.
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18 I declare under penalty of perjury of the laws of the United States that these facts are true
19 to the best of my knowledge and belief.

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21 /s/ Ted Burr (with permission)
22 Ted Burr
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